
Property Inspection Agreement

Inspection Date: February 1, 2009 Scheduled Inspection Time: 10:00 A.M.
Client Name(s): John Q. Sample
Property Address: 123 Sample Street NW
Property City Couldavbeen State Texas ZIP 70000

Client Representative(s) To Be Present During Inspection: Mr. John Hancock
Total Estimated Inspection Cost: \$250.00 Payment To Be Made Via: Check
Inspection Cost Notes, Including Additional Services Included:
2325 sq. foot. Built 1979

The undersigned have reviewed the Agreement, understand its content and agree to the terms and conditions contained herein.

CLIENT

LAKE CITIES INSPECTION SERVICES

By: _____

By: _____

Printed: **John Q. Sample**

Printed: Korey Robertson, Inspector

Date: _____

Date: _____

**AGREEMENT
BY AND BETWEEN
LAKE CITIES INSPECTION SERVICES
AND
John Q. Sample**

This Agreement (the "Agreement") is by and between Lake Cities Inspection Services (the "Inspector") and **John Q. Sample** (the "Client"). Inspector agrees to conduct a one-time inspection (the "Inspection") for the purpose of informing Client of major deficiencies in the condition of residential property located at **123 Sample Street NW, Couldavbeen, Texas 70000** (the "Property") and Inspector will provide one electronic copy of a report of the Inspection (the "Written Report"). Inspector and Client are referred herein after as the "Parties".

- 1) This inspection of the Property shall be performed by Inspector for Client in accordance with the Standards of Practice of the Texas Real Estate Commission ("TREC SOP").
- 2) The purpose of the Inspection is to identify and disclose via a Written Report any major, visually observable deficiencies¹ of the inspected systems and items at the Property² at the time of the Inspection as defined in the TREC Standards of Practice (the "TREC SOP").
 - a. This Written Report will identify items that were at first visible impression recognized by Inspector on the date and time of the Inspection.
 - i. The Inspection and Written Report will not be construed as an assurance with regard to the continued soundness of the construction. Inspector does not warrant or represent the continued operation of any equipment or appliance. Inspector does not determine building code violations or latent defects.
 - ii. The Written Report is the subjective opinion of Inspector as to whether or not the components of this home are presently functioning or are in need of repair. Whether or not an item is able to adequately perform its designated function in the future is not covered by the Inspection.
 - b. If any documents relating to the Property are provided to Inspector prior to the Inspection, Inspector may, but is not required to, peruse those documents and such cursory and/or supplemental perusal is not considered in, included with, or cross-referenced in the Written Report.
 - c. The current owner of the Property is required by law to supply any prospective buyer with a property condition disclosure statement.
 - i. The prospective buyer is strongly urged to have the seller completely update such disclosure statement once everything has been packed and moved from the house in order to reflect the presence of any deficiencies that were obscured or that may have occurred since the date and time of the Inspection.
 - d. The Written Report is the sole property of Inspector. Client shall not use the Written Report or transfer the Written Report to any other person or company without Inspector's written consent.
 - i. Any and all photographs, negatives, work products, and/or materials developed in the course of the Inspection by Inspector shall be considered proprietary information and shall be the sole and exclusive property of Inspector.
 - e. The following items are not normally inspected unless a specific notation is made on this report stating its condition.
 - i. Alarm Systems, Driveways, Land Scape, Lighting, Solar Equipment, Antennas, Fences, Laundry Equipment, Sump Pumps, Automatic Oven Cleaners, Fire Sprinklers, Microwave Leakage, Water Filters, Buried/Hidden Plumbing, H W Re-circulating Pumps, Refrigeration Equipment, Water Wells, Cabinets, Humidity Equipment, Septic Systems, Water Softeners, Clock Timers, Ice Makers, Sidewalks, Yard Lights, Door/Window Lock Functions, Intercom/Radio Equipment
 - ii. Any item not noted as inspected on this report will be considered not inspected, and Inspector will render no opinion about its condition or presence in the property.
- 3) Client shall insure that at the time and date of the scheduled appointment, the Property is ready and available for inspection, including, but not limited to, making all areas of the home readily accessible and ensuring that all utilities (including but not limited to water, sewer, electricity and gas) are turned on prior to the Inspection.

¹ Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, insulation, furnishings, stored items, built-in cabinets or shelves, or other obstructions, or those areas/items that have been excluded by the TREC standards and/or by agreement of the Parties, is not included in this Inspection.

² Detached buildings, fences and gates, landscaping, elevators, lifts, dumbwaiters, media equipment, telephone equipment, security equipment, intercoms, water treatment devices, thermostatic or time clock controls, radiant heat systems, solar heating systems, furnace heat exchangers, pools, hot tubs, saunas, steam baths, ponds, fountains, landscape lighting, and low voltage lighting are not included in the Inspection.

- a. Client understands that inspection limitations may apply if services and equipment such as, but not limited to, electrical service, water service, and gas service are not available at time of the Inspection.
 - b. In the event that the Property is not ready and available as provided for in Section 2), Client shall remain liable for any and all fees associated with the scheduled Inspection and may agree to a scheduled re-inspection of the Property (the "Rescheduled Inspection").
 - i. All Rescheduled Inspections will incur a fee of no less than \$75 per hour with a one-hour minimum.
- 4) This Inspection is not intended to be technically exhaustive nor is it considered to be a guarantee or warranty, expressed or implied (including, but not limited to any implied warranties of fitness or implied warranties of merchantability), regarding the conditions of the property, items and systems inspected and it should not be relied on as such.
- a. The price of the Inspection does not include any such warranties and none are offered or available through Inspector.
 - b. Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Inspector is neither a guarantor nor insurer.
 - c. This Inspection is not intended to be a reserve study and any discussion of service life is not intended as such. Inspector is neither qualified nor required by TREC SOP to inspect appliances to manufacturers' installation and performance standards.
 - d. The inspection is offered for a limited, fixed fee and is performed within a limited amount of time. Inspector's liability, therefore, is limited, specifically by the following terms and conditions:
 - i. The Written Report is neither an expressed nor implied warranty and/or guarantee as to future life and/or performance of the items inspected. Since the Inspection procedure is visual only and is not intended or designed to be diagnostically and/or technically exhaustive, an inherent risk remains that undiscovered problems exist and/or future problems will develop. For these reasons, it is not intended to be, nor should it be implied, that the Inspection could or is intended to identify and/or discover all defects of whatever nature.
 - ii. Client agrees not to rely on the Written Report as the basis for the establishment of property values, for the purchase of the building or for obtaining any type of financial arrangements.
 - iii. Client acknowledges that Inspector is not an insurer and it is not the intent and/or purpose of this inspection procedure to provide Client with a risk free purchase or usage of the structure. The purpose of this inspection is to identify (if possible) those items covered by the TREC Standards of Practice which appear in need of immediate repair and which lend themselves to discovery by a visual process; therefore, there are no expressed or implied warranties that all problems and/or existing defects of any and all nature have been discovered and noted in the report.
 - e. Since the Inspection is a preliminary visual inspection, it is not possible to eliminate all risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that Inspector's liability for all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspector (or its employees or assignees) to Client shall not exceed amount of the fee paid for the Inspection and report.
 - i. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.
- 5) The Inspection and Written Report do not address and are not intended to address code and regulation compliance, nor the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, microwave radiation, electromagnetic fields, microbiological organisms and other indoor and outdoor substances (including, but not limited to mold, underground storage tanks, proximity to toxic wastes, zoning ordinances, geological stability of soils, wood destroying insects, dry rot, fungus, or household pests).
- a. Any code references in the Written Report are for educational purposes only.
 - b. Client is urged to contact a competent specialist if information, identification, or testing of any of the items in Section 5) above is desired.
 - c. Client understands that a technically exhaustive inspection is always recommended by Inspector which would include inspection of the property by the following specialists: FEMA Engineer, Geotechnical Engineer, Structural Engineer, Certified Roofing Specialist, Electrical Engineer, HVAC Engineer, Master Plumber, Leak Detection Specialist, Chimney Sweep, Master Mason, Master Tile Setter, Fenestration Specialist, Door Installation Specialist, Master Trim Carpenter, Master Painter, Landscape Architect, Master Pool Builder, Certified Indoor Air Quality Specialist, Industrial Hygienist, Appliance Repair Specialist, Water

Quality Specialist in addition to Inspector. The initial home inspection does not include these services and should not be considered a replacement for such services.

- 6) In the event of any complaint with the Inspection, Client must notify Inspector in writing to the address noted above within ten (10) days of the date of discovery of an undisclosed problem and must thereafter allow a prompt re-inspection of the home. If Client fails to provide such written notice, all claims for the damages arising out of such complaint are waived by Client. Upon receipt of written notice, Inspector and Client shall endeavor to resolve the dispute. In the event a dispute cannot be resolved, the Parties agree to file within a reasonable time after discovery of the problem and shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Actual damages for any breach of contract or warranty, negligence or otherwise are limited to the amount of the Inspection fee shown hereon. Client, by accepting the Report, or relying upon it in any way, expressly agrees to these Limitations and Disclaimers.
- a. Only TREC licensed real estate inspectors will be eligible to serve as the arbitrator.
 - b. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof.
 - c. In any arbitration or other legal action in which Inspector is found to be without fault, Client agrees to reimburse Inspector for any attorney's fees incurred in the proceeding.
 - d. Client shall make no claim of professional negligence unless Client has first provided Inspector with a written certification (the "Certification") executed by an independent Texas Licensed Professional Inspector currently practicing in the field of residential inspections in the Greater DFW Metroplex, Texas Area for homebuyers. The Certification shall:
 - i. contain the name and license number of the certifier;
 - ii. specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Licensed Professional Inspector performing a home inspection under similar circumstances; and
 - iii. state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.

This Certification shall be provided to Inspector no less than thirty (30) days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding.

- 7) Smoke and Carbon monoxide alarms are not tested for functionality. The National Fire Protection Agency recommends detection and alarm equipment be replaced every 8-10 years or when property ownership changes. In following these recommendations, LCIS always recommends replacing all detection and alarm equipment upon move in. More information on this can be located at www.nfpa.org. Client and the Inspector agree to this substitution of the Texas Real Estate Commission SOP regarding smoke detection equipment.
- 8) The inspector does not operate temperature Pressure Relief Valve (TPRV) if there are any evidence that it may not reset or may cause damage to the unit or property. It is recommended by all manufactures as well as the Consumer Product Safety Commission the TPRV should be checked annually for proper function. The water heater is the most dangerous appliance in a home. If it has not been tested and is damaged, then operated by the inspector, potential for additional damage to the appliance, the home, as well as the inspector could occur. Therefore, it is the recommendation of LC Inspection Services to replace the TPRV upon move in. The cost of replacement usually ranges between \$10 and \$15 and can be a life saving purchase.
- 9) When local onsite Septic Systems are present and if they are included as part of the inspection by the client (will be noted under Inspection Cost Notes on Signature Page), a visual inspection of the system will be performed. This includes only items that are visually accessible at time of inspection. Inspector does not operate any main valves or open/uncover the system in any way. Detailed inspection of the unit should be obtained only by licensed septic specialists, and can be very expensive. Tile beds are inspected for obvious drainage problems. Homes, which have been vacant for several months, may show problems when the system is pressed back into full service and may not be visually apparent at time of inspection. It is recommended that client visually inspect these systems frequently after move in.
- 10) The Inspection is conducted at the Property. The physical on-site inspection of the property is a valuable opportunity for exchange of information between Inspector and Client. Any specific concern of Client must be brought to the attention of Inspector before the Inspection begins. The Written Report will not substitute for Client's personal presence during the Inspection. All written comments by Inspector shall supersede oral comments.
- 11) We do not inspect security systems, Brinks Home Security will provide a free inspection, and in return the inspector is able to provide you with a 90 day Limited Structural and Mechanical Warranty at no charge. Brinks Home Security will contact you at a later date at the phone numbers you have provided with a special offer. If there is no home security system, your information will be provided to Brinks Home Security to provide you with a special offer. In return, the aforementioned 90 day Limited Structural and Mechanical Warranty will be provided at no charge. If you wish to not have the 90 day Limited Structural and Mechanical Warranty at no charge, please notify the inspector initial below to have your information removed from the list sent to Brinks and waive the 90 day Limited Structural and Mechanical Warranty.

I wish to waive the 90 day Limited Structural and Mechanical Warranty. Do not provide my information to Brinks Home Security.
Initials _____

